

Amendment 177

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 177 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 21st day of September, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to modify the static text and functional changes on the Cardholder (CHW) and Business Account (BAW) Websites in excess of the standard monthly "no cost" hour allotment for the month of July 2011. This work is performed per CR-067243 *BAW-CHW updates 2011-07-01 v2.0*.
- C. The parties agree that the work necessary to modify text and functional changes on the BAW and CHW will be performed and compensated as described below.

Section 1.0 Description of Work

- 1.1 The Contractor will perform the analysis, development, testing, integration and engineering management work necessary to modify the BAW and CHW as directed by the Agencies.
- 1.2 For the month of July 2011, the Contractor will perform work to modify the text of certain pages and functional changes per CR-067243.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 177

To perform the work, in excess of the standard monthly allotment, to modify the BAW and CHW:	
• July 2011 Static Web Changes	\$12,175
• July 2011 Functional Changes	<u>\$9,089</u>
TOTAL	\$21,264

Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Seventy-seven shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: [Signature]
Its: DIRECTOR
Date: 9/20/11

The Agencies

By: [Signature]
Their: Operations Manager
On behalf of the Agencies
Date: Sept. 21, 2011